



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Initiate National Dispute

September 8, 2005

Mr. Doug Tulino
Vice President, Labor Relations
U.S. Postal Service, Room 9014
475 L'Enfant Plaza
Washington, D.C. 20260

Re: APWU No. HQTC20052, Cert No.

Dear Mr. Tulino:

In accordance with the provisions of Article 15, Section 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute.

The issues and facts involved in this dispute are as follows. On December 2, 2004 Mike Morris sent a letter to John Dockins to determine if there was a dispute at this level regarding day-to-day seniority for Mail Processing Clerks.

That letter stated that some managers in the field were using light/limited duty as an additional exception to justify the displacement of more senior Mail Processing Clerks from their principal assignment area while less senior mail processing clerks who are on light/limited duty are allowed to remain in that principal assignment area.

The letter pointed out the fact that the only exception to the negotiated day-to-day seniority provisions as they relate to principal assignment areas pursuant to the Mail Processing Clerk MOU is if a Mail Processing Clerk with a scheme in his/her duty assignment has not reached the current minimum 30 hour sortation requirement in an accounting period.

John Dockins response dated September 1, 2005 states that management "will continue to assign employees in accordance with operational needs and the employee's qualifications."

That letter cites Questions 3 and 4 from the May 9, 2002 Mail Processing Clerk MOU which explains the definition of day-to-day seniority. Those questions

make clear that an employee's "skills" may be considered as it relates to movement outside the principal assignment area.

This is evidently an attempt to redefine the term "skill" to include physical limitations.

That is clearly an incorrect utilization of that term. "Skill" is a term of art for purposes of the interpretation of Article 37 and has nothing to do with an employee's physical limitations.

The parties have defined "skill" in the JCIM for purposes of interpreting the Agreement at Article 37, Question 10 as follows:

"Any task which requires a deferment period and training constitutes a skill under Article 37 (e.g., scheme training, machine training, bulk mail training, computer skills training, etc.). In addition, certain tasks which do not require postal training are considered skills (e.g., the ability to type, stenographer qualifications, etc.)"

It is clearly inappropriate to misapply this definition of the term "skill" in order to justify utilizing temporary physical limitations as an additional exception to the day-to-day seniority provisions for Mail Processing Clerks, one that was not achieved by the Postal Service when the MOU was negotiated.

Please contact Mike Morris, case officer, to discuss this dispute at a mutually scheduled time.

Sincerely,


Greg Bell, Director
Industrial Relations

APWU #: IIQTC20052

Dispute Date: 9/8/2005

Case Officer: Mike Morris

Contract Article(s): ;

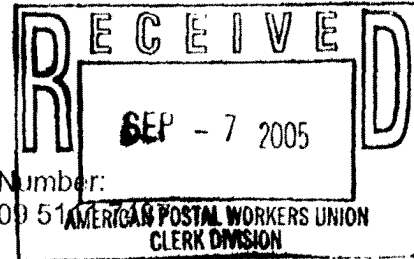
cc: Resident Officers



September 1, 2005

Mr. Mike Morris
Assistant Director
Clerk Division
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

Certified Mail Number:
7099 3400 0000 51 AMERICAN POSTAL WORKERS UNION
CLERK DIVISION



Dear Mike:

This is in response to your letter which was received in this office June 8, 2005 regarding day-to-day seniority, as it relates to light/limited duty for Mail Processing Clerks.

It is the position of the Postal Service that day-to-day seniority, as it applies to light/limited duty for Mail Processing Clerks is managed through the application of the Mail Processing Clerk Position Memorandum of Understanding (MOU) jointly developed and signed on May 9, 2002.

The MOU states, "Mail Processing Clerk, Level 5 position may be assigned in mail processing operations in accordance with the employee's training and qualifications, and in accordance with the Collective Bargaining Agreement." In addition, questions and answers (Q & A) were jointly developed which "reflect common understandings of the interpretation and application of the provisions" of the MOU. The Postal Service believes the following questions are clear and unambiguous on day-to-day seniority applications.

Question 1: Does this allow management to assign employees to other mail processing areas?

Yes. Management may assign employees in accordance with operational needs and the employee's qualifications. However, if there is more than one employee working in a principal assignment area with the necessary skills, management may move employees out of the principal assignment area as needed by juniority.

NOTE: The only exception to this rule is if an employee with a scheme in his/her duty assignment has not reached the current minimum 30 hour sortation requirement in an AP. In that instance, a more senior employee may be moved out of the principal assignment area.

Question 3: Does this give employees day-to-day seniority?

Yes, when moving employee(s) with the same skills out of their principal assignment area.

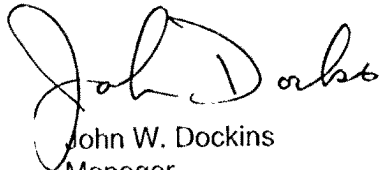
Question: 4: What does day-to-day seniority mean for this application?

It means that when the employer determines a need to assign an employee or a number of employees outside of their principal assignment area, the employees are moved by juniority (with the noted exception in number 1). As an example, there are two employees with the same skills in their duty assignment and same principal assignment area and management determines it needs one to work outside the principal assignment area. When moving the employee, management will take the junior employee with the necessary skills.

As agreed to by both parties, management will continue to assign employees in accordance with operational needs and the employee's qualifications.

If you have any further questions regarding this issue, please feel free to contact me at 202-268-5084.

Sincerely,

A handwritten signature in cursive script that reads "John W. Dockins". The signature is written in black ink and is positioned above the printed name.

John W. Dockins
Manager
Contract Administration (APWU)